

# UNITED STATES TRUST COMPANY

OF NEW YORK

45 WALL STREET NEW YORK, N.Y. 10005

RECORDATION NO. 8657 Filed & Recorded

JAN 11 1977 \*1 23 PM

INTERSTATE COMMERCE COMMISSION

7-011A034

JAN 11 1977 RECORDATION NO. 8657 Filed & Recorded  
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INTERSTATE COMMERCE COMMISSION

January 7, 1977  
RECORDATION NO. 8657 Filed & Recorded

ICC Washington, D.C.

JAN 11 1977 \*1 23 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8657 Filed & Recorded

JAN 11 1977 \*1 23 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Office of the Secretary  
Washington, D.C. 20423

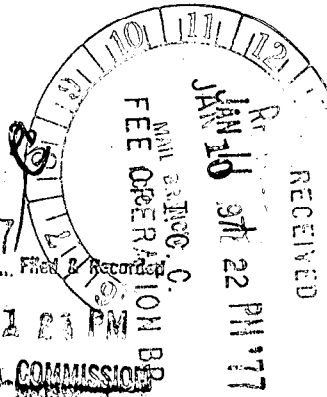
Gentlemen:

With this letter we are enclosing for filing and recording, pursuant to 49 U.S.C. §20c, the original and three counterparts of the following:

1. Supplement to the Trust Indenture, dated as of October 1, 1976, and the Trust Indenture, dated as of May 1, 1975, signed by First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and United States Trust Company of New York, as Trustee.
2. Master Equipment Lease, dated as of October 1, 1976, signed by First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, as Lessor, and Kansas City Southern Industries, Inc., as Master Lessee.
3. Lease Supplement No. 1, dated as of October 1, 1976, between First Security Bank of Utah, N.A. and Thomas C. Cuthbert, not in their individual capacities, but solely as Owner Trustees, and Kansas City Southern Industries, Inc., as Master Lessee and Lessee.

Attached are checks in the amount of \$120.00 covering the recordation fees.

The names and addresses of the parties to the documents are as follows (as filed herewith):



Owner Trustees under Supplement  
to the Trust Indenture and  
Trust Indenture and Lessor  
under Master Equipment Lease  
and Lease Supplement No. 1

First Security Bank of Utah,  
N.A. and Thomas C. Cuthbert,  
as Owner Trustees  
79 South Main Street  
Salt Lake City, Utah 84111  
Attention: John Beckstead, Esq.

Trustee under Supplement to  
the Trust Indenture and  
Trust Indenture

United States Trust Company  
of New York, as Trustee  
130 John Street  
New York, New York 10039  
Attention: Corporate Trust  
and Agency Division

Master Lessee under Master  
Equipment Lease and Master  
Lessee and Lessee under  
Lease Supplement No. 1

Kansas City Southern  
Industries, Inc.  
114 W. 11th Street  
Kansas City, Missouri 64105  
Attention: Richard P. Bruening  
General Counsel

The equipment which has been accepted and is the  
subject of this filing of the Supplement to the Indenture  
and Trust Indenture, Master Equipment Lease and Lease  
Supplement No. 1 consists of the following:

<u>Manufacturer or Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>
Tamper Division Camron, Inc.	Hydronewer (Tie Renewer)	MW 592 25715386
"	"	MW 583 25715396
"	"	MW 584 25715406
"	"	MW 585 25715416
"	"	MW 586 25715426
"	"	MW 587 25715436

Tamper Division Camron, Inc.	Hydronewer (Tie Renewer)	MW 588 25715446
"	"	MW 589 25715456
"	"	MW 590 25715466
"	"	MW 591 25715476
Jackson Vibrators, Inc.	Model 6000 Jackson automatic high production tamper/liner	MW 801 123813
Jackson Vibrators, Inc.	Tamper with Jack and liner model 2300 (2 items)	124904 124905
Jackson Vibrators, Inc.	High production tamper/liner model 6000	123814
Fairmont Railway Motors, Inc.	Tie Shear	242478 MW 817

The equipment and will be marked, pursuant to Exhibit 2 to Lease Supplement No. 1, as follows:

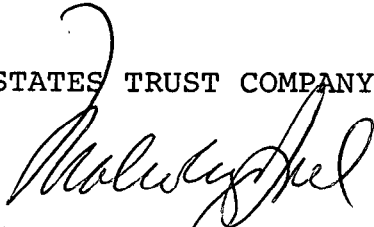
FIRST SECURITY BANK OF UTAH, N.A. and THOMAS C. CUTHBERT, not in their individual capacities, but solely as Trustees, as Lessor under Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1; UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee, Secured Party and Lien Holder.

Please stamp one of the three counterparts to each of the documents with the recordation number, time and date and return such stamped counterparts to the messenger delivering these documents, together with your fee receipt and your usual letter confirming recordation.

Very truly yours,

UNITED STATES TRUST COMPANY OF NEW YORK

By

  
 Malcolm J. Hood  
 Vice President

## SUPPLEMENT TO THE TRUST INDENTURE

**THIS SUPPLEMENT**, dated the date, set forth in Exhibit A hereto to the Trust Indenture dated as of May 1, 1975 (the *Indenture*) between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the *Trustee*), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees (the *Owner Trustees*) under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended as of October 1, 1976.

### W I T N E S S E T H :

WHEREAS, the Lessee herein named has executed and delivered to the Owner Trustees the Lease herein defined;

WHEREAS, the Participation Agreement herein defined has been executed and delivered; and

WHEREAS, pursuant to Section 15.01 of the Indenture, the Owner Trustees and the Trustee, by attaching one or more separate exhibits hereto, do hereby create one or more separate Supplemental Indentures (the *Supplemental Indenture*) (numbered the numbers, and dated the date, set forth in each said exhibit, respectively) each with respect to each series of promissory notes referred to in each said exhibit.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee and the Owner Trustees hereby agree as follows:

## ARTICLE I

### DEFINITIONS

**SECTION 1.01.** The terms used in each Supplemental Indenture shall, except as otherwise stated, have the meanings assigned to them in the Indenture.

**SECTION 1.02.** For the purposes of each Supplemental Indenture, and of the Indenture insofar as it relates to the series of Notes created by such Supplemental Indenture, the terms *Rate of Interest*, *Interest Payment Dates*, *Maximum Aggregate Principal Amount*, *Principal Payment Dates*, *First Interest Payment Date*, *First Principal Payment Date*, *Last Principal Payment Date*, *Rate of Interest on Overdue Payments of Principal*, *Premium and Interest*, *Lessee*, *Related Beneficiary* and *Related Beneficiary's Counsel* shall have the meanings with respect to Notes of each series set forth in Exhibit A hereto, and the following terms shall have the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

*Lease* shall mean the equipment lease between the Lessee and the Owner Trustees identified on Exhibit A hereto and more particularly described in the Participation Agreement.

*Lessee's Counsel* shall mean the counsel named as Lessee's Counsel in the Participation Agreement.

*Notes of this Series* shall mean the promissory notes of a series created by such Supplemental Indenture and identified in Exhibit A hereto.

*Participation Agreement* shall mean the Participation Agreement, dated the date hereof, only as it relates to the Related Equipment, among the Owner Trustees, the Trustee, Kansas City Southern Industries, as Master Lessee (the *Master Lessee*), the Lessee, each Related Beneficiary, the proposed purchasers of the Notes of this Series and the proposed purchasers, if any, of the notes of other series, which contemplates the issue of the Notes of the series created by such Supplemental Indenture and the investment in the Related Equipment by each Related Beneficiary.

## ARTICLE II

### SERIES OF NOTES ESTABLISHED BY THIS SUPPLEMENT TO THE INDENTURE

**SECTION 2.01.** There is hereby established each separate series of promissory notes to be known and entitled as set forth in Exhibit A hereto. Notes of this Series in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to such series, except as provided in Section 3.09 of the Indenture, may be executed, authenticated and delivered in accordance with Section 3.05 of the Indenture.

**SECTION 2.02.** Each Note of this Series shall be dated the date of its authentication which shall be a Closing Date. The Notes of this Series shall bear interest from and including their date on the unpaid principal balance thereof at the Rate of Interest with respect to such series, payable at the frequency and in the amounts set forth in Exhibit A hereto with respect to such Series on the Interest Payment Dates of each year commencing on the First Interest Payment Date. The principal of each Note of this Series shall be payable in installments in the amounts set forth in Exhibit A hereto with respect to such series on the Principal Payment Dates of each year commencing on the First Principal Payment Date and ending on the Last Principal Payment Date.

**SECTION 2.03.** To the extent permitted by law, the Notes of this Series shall also bear interest on any part of the principal thereof or premium, if any, or interest thereon not paid when due for the period when the same shall be overdue at the Rate of Interest on Overdue Payments of Principal, Premium and Interest. Unless an Event of Default (as defined in the Lease relating to such series) shall occur and be continuing, interest payable on any overdue payment of principal, premium or interest shall be paid only from amounts collected by the Trustee as interest at the Overdue Rate under the terms of the such Lease.

### **ARTICLE III**

#### **CONDITIONS TO ISSUE OF NOTES OF THIS SERIES**

**SECTION 3.01.** The requirements and conditions to the issue of Notes of this Series shall be those set forth in Section 15.02 of the Indenture as amended by Exhibit A hereto.

### **ARTICLE IV**

#### **PREPAYMENT**

**SECTION 4.01.** The Notes of this Series shall also be subject to prepayment upon the terms and conditions, if any, set forth in Exhibit A hereto with respect to such series.

### **ARTICLE V**

#### **RELATED BENEFICIARY**

**SECTION 5.01.** The address to which notice to each Related Beneficiary shall be addressed is set forth in Exhibit A hereto.

### **ARTICLE VI**

#### **SUBJECT MATTER OF LEASE**

**SECTION 6.01.** If less than all Groups of Equipment subject to the Lease are to be security for the Notes of this Series, the Group or Groups of Equipment which are to be security for the Notes of this Series are identified in Exhibit A hereto with respect to such series, and the Owner Trustees may also grant, bargain, sell, convey, assign, mortgage, transfer, set over, grant a security interest in and confirm unto the Trustee and to its successors and assigns in trust all of the Owner Trustees' right, title and interest in and to the Lease, to the extent that the Lease relates to such other Group or Groups of Equipment, as security for the due and punctual payment of the principal of and premium, if any, and interest on the Notes of one or more other series for which all or any part of the other Group or Groups of Equipment subject to the Lease are to be security.

**ARTICLE VII**  
**MISCELLANEOUS**

**SECTION 7.01.** Although this Supplement to the Indenture may be dated for convenience and for the purpose of reference as of the date mentioned, the actual date or dates of execution by the Owner Trustees and the Trustee are as indicated by their respective acknowledgments hereto annexed.

**SECTION 7.02.** The modifications of the Indenture set forth under *Modifications of Indenture Provisions* in Exhibit A hereto are incorporated herein with respect to each Supplemental Indenture as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to the Indenture to be duly executed by their respective officers thereunto duly authorized, on the date set forth in Exhibit A hereto.

**FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT**, not in their  
individual capacities, but solely  
as trustees under a Master Trust  
Agreement dated as of May 1, 1975  
between them and  
Itel Leasing Corporation and as amended  
as of October 1, 1976,  
as *Owner Trustees*


By **FIRST SECURITY BANK OF UTAH, N.A.**,  
not in its individual capacity, but  
solely as Corporate Trustee and on  
behalf of the Individual Trustee,  
as *Corporate Trustee*

By

  
Authorized Officer

[Seal]

Attest:

  
Patricia Richards

**UNITED STATES TRUST COMPANY OF NEW YORK,**  
*as Trustee*

By \_\_\_\_\_  
*Vice President*

[Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary



STATE OF NEW YORK       )  
  : ss.:  
COUNTY OF NEW YORK    )

On the        day of       , 197 , before me personally came MALCOLM J. HOOD, to me known, who, being by me duly sworn, did depose and say that he resides in Warren, New Jersey; that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF UTAH               )  
  : ss.:  
COUNTY OF SALT LAKE    )

On the 4th day of November, A.D. 1976, personally appeared before me, ROBERT S. CLARK who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said ROBERT S. CLARK acknowledged to me that said national banking association executed the same.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

*Commission Expires  
11-18-79*

**EXHIBIT A**  
**to Supplement to the Trust Indenture**

**EQUIPMENT GROUPS**  
**1A, 1B, 2A, 2B**

<i>Number of Supplemental Indentures:</i>	147-150
<i>Date of Supplement to the Trust Indenture and of Supplemental Indenture:</i>	As of October 1, 1976
<i>Name of Lessee:</i>	Kansas City Southern Industries, Inc.
<i>Designation of Lease:</i>	Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1
<i>Title of Notes of These Series:</i>	Promissory Notes, Series 1A, 1B, 2A and 2B (Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1)
<i>Maximum Aggregate Principal Amount:</i>	Series 1A and 2A:     \$1,330,000 Series 1A, 1B, 2A and 2B:               \$2,450,000
<i>Frequency of Interest Payments:</i>	Semiannually in arrears
<i>Rate of Interest:</i>	All series of Notes shall bear interest from and including their respective dates of issuance to but excluding (A) at the rate equal to 120% of the prime interest rate of Bank of America, National Trust & Savings Association (being the rate per annum which such Bank charges for unsecured 90-day loans to substantial and responsible commercial borrowers) from time to time in effect, computed on the basis of a 360-day year of twelve 30-day months. From and including (A) to but excluding the date payment in full of the respective principal amounts thereof is made, all series of Notes shall bear interest at the rate of 9% per annum (the <i>Long-Term Debt Rate</i> )
	<hr style="width: 20%; margin-left: 0;"/> <p>(A) January 15, 1977 in the case of Notes of Series 1A and 2A and July 15, 1977 in the case of Notes of Series 1B and 2B.</p>
<i>Interest Payment Dates:</i>	January 15 and July 15 of each year.
<i>Principal Payment Dates:</i>	January 15 and July 15 of each year commencing, with respect to Notes of each Series, on the First Principal Payment Date and ending on the Last Principal Payment Date.

	Series			
	<u>1A</u>	<u>1B</u>	<u>2A</u>	<u>2B</u>
<i>First Interest Payment Date:</i>	01/15/77	07/15/77	01/15/77	07/15/77
<i>First Principal Payment Date:</i>	07/15/77	01/15/78	07/15/77	01/15/78
<i>Last Principal Payment Date:</i>	01/15/84	07/15/84	01/15/92	07/15/92
<i>Rate of Interest on Overdue Payments of Principal, Premium and Interest:</i>	1% in excess of the Long-Term Debt Rate			

*Security for Notes of  
These Series:*

<u>Series</u>	<u>Groups of Equipment</u>
1A	1A, 1B, 2A and 2B
1B	1A, 1B, 2A and 2B
2A	1A, 1B, 2A and 2B
2B	1A, 1B, 2A and 2B

*Name and Address of  
Related Beneficiary:*

The First National Bank of Kansas City  
14 West 10th Street  
Kansas City, Missouri 64105

Attention: Neil T. Douthat  
Assistant Vice President

*Related Beneficiary's Counsel:*

Stinson, Mag, Thomson, McEvers & Fizzell  
Suite 2100  
TenMain Center  
Kansas City, Missouri 64105

*Modification of Indenture  
Provisions:*

(A) For purposes of these Supplements, the definitions of *Owner Trustees' Counsel*, *Purchase Documents*, *Related Lease* and *Trustee's Related Expenses* contained in paragraph (f) of Section 1.03 of the Indenture are hereby amended to read in their entirety as follows and the following definition of *Authorized Officer* is hereby added to said paragraph:

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*"Owner Trustees' Counsel* shall mean, unless otherwise specified for any series of Notes in the Related Supplemental Indenture, Messrs. Ray, Quinney & Nebeker, 500 Deseret Building, 79 South Main Street, Salt Lake City, Utah 84111, or other counsel satisfactory to Lenders' Counsel and to Related Beneficiary's Counsel."

*"Purchase Documents* shall mean with respect to Related Equipment such documents, not limited to a bill of sale, as Lenders' Counsel and Related Beneficiary's Counsel shall consider necessary to convey to the Owner Trustees title to such Related Equipment, which documents shall be in form and substance satisfactory to Lenders' Counsel and to Related Beneficiary's Counsel."

*"Related Lease* shall mean the equipment lease defined as the *Lease* in the Related Lease Supplement."

*"Trustee's Related Expenses* with respect to any series of Notes shall mean any and all liabilities, obligations, losses, damages, penalties, taxes (other than any income taxes on fees or other compensation received by the Trustee in its capacity as trustee), claims (including, without limitation, claims involving strict or absolute liability), actions, suits, costs, expenses and disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever which may be imposed on or asserted against the Trustee (whether or not also indemnified against by any other person) or any of its successors, assigns, agents, servants or personal representatives, in any way relating to or arising out of this Indenture (to the extent, but only to the extent, that the terms and provisions of this Indenture relate to the Related Estate), the Related Estate, the Related Participation Agreement or the Related Lease, or any document contemplated hereby or thereby, or the performance or enforcement of any of the terms hereof or thereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, sublease, possession, use, operation, maintenance, condition, registration, sale, return, storage or other disposition of the Related Estate or any part thereof (including, without limitation, latent and other defects, whether or not discoverable, and any claim for patent, trademark or copyright infringement), or in any way relating to or arising out of the administration of the Related Estate or the action or inaction of the Trustee under this Indenture, except only in the case of willful misconduct or gross negligence on the part of the Trustee in the performance of its duties under this Indenture."

*"Authorized Officer* shall mean the President, the Cashier, any Assistant Cashier, any Vice President, any Trust Officer, any Assistant Trust Officer, any Trust New Business Officer, any Trust Tax Officer and any Trust Administrator of a corporation authorized to perform the specific act or duty or sign the specific document in question or any other officer of such corporation authorized by the Board of Directors or the Trust Investment Committee of the Board of Directors of such corporation to perform the specific act or duty or sign the specific document in question."

(B) For purposes of these Supplements, the term "Lease Commencement Date" contained in paragraph (g) of Section 1.03 of the Indenture is hereby amended to read "Rent Commencement Date" and the term "Indemnified Person" contained in said paragraph is hereby redefined as follows:

*"Indemnified Person* shall mean any Person the Related Lessee had agreed to indemnify pursuant to the terms of the Related Lease, which indemnification is attributed to such Related Lease and the Related Equipment".

(C) For purposes of these Supplements, whenever the term "Overdue Rent" is used in the Indenture, such term shall mean "interest at the Overdue Rate".

(D) For purposes of these Supplements, the last three lines of paragraph (a) of Section 2.01 of the Indenture are hereby amended to read in their entirety as follows:

"the Indemnified Persons' respective rights as to indemnification by the Related Lessee under such Related Lease which are attributable to such Related Lease and the Related Equipment, including, without limitation, any Indemnified Persons' rights under such Related Lease attributable to the loss of the Investment Credit, the Interest Deduction or the Depreciation Deduction, as such terms are defined in such Related Lease, with respect to the Related Equipment;"

(E) For purposes of these Supplements, the last line of paragraph (c) of Section 2.01 of the Indenture is hereby amended to read in its entirety as follows:

"of the Related Estate, subject to the exception mentioned in paragraph (a) of this Section."

(F) For purposes of these Supplements, the eighth line of the third paragraph of the Form of Note contained in Section 3.06 of the Indenture is hereby amended to read in its entirety as follows:

"provided in Section 10.01 of the Indenture, for liability under the Indenture. Unless an Event of Default under the Related Lease"

(G) For purposes of these Supplements, the third line of Section 4.05 of the Indenture is hereby amended to read in its entirety as follows:

"Trust Indenture Act of 1939, as amended. Prior to any transfer of any Note, in whole or in part, except for the transfer from the Lender, as defined in the Related Participation Agreement (the *Lender*), to a Take-Out Purchaser, as defined in the Related Participation Agreement (the *Take-Out Purchaser*), pursuant to the terms of the Related Participation Agreement, the"

(H) For purposes of these Supplements, the charge by the Trustee for transfer of any Note referred to in Section 4.06 of the Indenture shall not be required to be paid with respect to the transfer of any Note by the Lender to a Take-Out Purchaser.

(I) For purposes of these Supplements, the second line of clause *first* of Section 6.03 of the Indenture is hereby amended to read in its entirety as follows:

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"the Notes of such series the amounts payable to them as Indemnified Persons under the Related Lease which are attributable to such Related Lease and the Related Equipment (to the extent not previously reimbursed) shall be distributed to"

(J) For purposes of these Supplements, the following new sentence is hereby added to the end of Section 7.01 of the Indenture:

"Notwithstanding the foregoing, no opinion of counsel need be delivered with respect to the release by the Trustee of security for the Notes of such series with a value of less than \$500, provided such proposed action complies with the terms of the Related Lease."

(K) For purposes of these Supplements, the second line of paragraph (c) of the first paragraph of Section 8.02 of the Indenture is hereby amended to read in its entirety as follows:

"Related Beneficiary with respect to such series of Notes in this Indenture, the Related Participation Agreement or the Trust Agreement and continuance of"

(L) For purposes of these Supplements, the following new third paragraph is hereby added to Section 8.02 of the Indenture:

"Notwithstanding the foregoing, an Event of Default as defined in the Related Lease resulting from nonpayment of Rent due thereunder on a specific Basic Rent Date shall not be a Related Event of Default hereunder:

(i) if (A) the Owner Trustees shall have paid the full amount of such defaulted Rent within 10 days of such Basic Rent Date and (B) the Trustee shall have reasonably determined that the delaying of a declaration of such an Event of Default until the next succeeding Basic Rent Date will not have a material adverse effect on the exercise or realization of the Trustee's rights hereunder with respect to the Related Estate, unless the Related Lessee shall fail to make the next succeeding payment of Rent when due, together with the payment of Rent then in arrears; or

(ii) if the Related Beneficiary (but not an assignee or transferee thereof) shall have assumed full personal liability for all obligations of the Owner Trustees hereunder and under the Note(s), notwithstanding the limitation of the Owner Trustees' obligations set forth in Section 3.07 of the Indenture, provided that a failure of the Related Beneficiary to make any payment hereunder or under the Note(s) shall constitute a Related Event of Default under the Indenture."

(M) For purposes of these Supplements, that part immediately preceding paragraph (1) of Section 8.04 of the Indenture is hereby amended to read in its entirety as follows:

"SECTION 8.04. With respect to each series of Notes, upon the occurrence and during the continuance of a Related Event of Default and provided that the Trustee shall have declared the unpaid principal amount of all Notes of such series immediately due and payable:"

(N) For purposes of these Supplements, the following new paragraph (5) is hereby added to Section 8.04 of the Indenture:

“(5) Notwithstanding the foregoing, so long as no Related Default or Related Event of Default under Section 8.02(a) shall have occurred and be continuing, the rights of the Trustee in and to the Mortgaged Property shall be subject and subordinate to the rights of the Related Lessee under the Related Lease insofar as the remedies provided in this Section 8.04 conflict with such rights of the Related Lessee.”

(O) For purposes of these Supplements, the fifth line and the fifteenth line of Section 9.01 of the Indenture are hereby amended to read in their entirety as follows:

“thereof to the Owner Trustees, the Master Lessee, the Related Lessee (notwithstanding such written notice, the Trustee shall also give prompt electronic notice to the Related Lessee of the failure of the Related Lessee to make any payment of Rent when due under the Related Lease) and each registered owner of a Note of such series. Subject”

\* \* \*

“otherwise enforce its rights under this Indenture with respect to the Related Lease, the Trustee in its discretion may, or upon receipt of a”

(P) For purposes of these Supplements, the first line of Section 10.02 of the Indenture is hereby amended to read in its entirety as follows:

“SECTION 10.02. With respect to each series of Notes, except pursuant to Section 9.01, Section 9.02”

(Q) For purposes of these Supplements, the fourth through the seventh lines and the thirteenth line of Section 10.05 of the Indenture are hereby amended to read in their entirety as follows:

“believed by it to be signed by the proper party or parties. In the case of the Master Lessee or the Related Lessee, the Owner Trustees and the Trustee may accept a copy of a resolution of the Board of Directors or, if it has one, the Executive Committee of the Board of Directors of the Master Lessee or the Related Lessee, as the case may be, certified by the Secretary or an Assistant Secretary of such company as duly adopted and in full force and effect, as conclusive evidence”

\* \* \*

“of the Board, the President, or any Vice President and the Treasurer or the Secretary of the Master Lessee or the Related Lessee”

(R) For purposes of these Supplements, the third line of Section 10.06 of the Indenture is hereby amended to read in its entirety as follows:

“capacity except as expressly provided herein; and except as provided in Section 10.01 of this Indenture, all persons having any claim against the”

(S) For purposes of these Supplements, Article XIII of the Indenture is hereby amended to read in its entirety as follows:

### ARTICLE XIII

#### CERTAIN REPRESENTATIONS AND WARRANTIES

**SECTION 13.01. *Representations and Warranties of the Corporate Trustee.*** The Corporate Trustee makes the following representations and warranties, in its own behalf and capacity or as Corporate Trustee, as the case may be, with respect to each series of Notes:

(a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under the Trust Agreement;

(b) it is the duly constituted Corporate Trustee under the Trust Agreement and the Corporate Trustee thereunder has the power and authority to enter into and perform the obligations of the Owner Trustees under this Indenture, the Related Participation Agreement and the Related Lease;

(c) the Trust Agreement has been duly authorized, executed and delivered by it and, assuming due authorization, execution and delivery by the other parties thereto, is a legal, valid and binding agreement, enforceable in accordance with its terms;

(d) assuming the Authorization and Direction has been duly authorized, executed and delivered by the parties thereto, a separate and distinct trust has been created under the laws of the State of Utah pursuant to the Trust Agreement;

(e) this Indenture, the Related Participation Agreement and the Related Lease have been duly authorized, executed and delivered by the Corporate Trustee on behalf of the Owner Trustees and, assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding agreements, enforceable in accordance with their respective terms;

(f) such Notes in a principal amount not to exceed the Maximum Aggregate Principal Amount have been duly authorized by the Owner Trustees and, upon payment therefor will be duly executed and delivered by the Corporate Trustee and will be legal, valid and binding obligations of the Owner Trustees, enforceable in accordance with their terms, and will be entitled to the benefit of this Indenture.



(g) the execution and delivery by it of the Trust Agreement and by the Corporate Trustee on behalf of the Owner Trustees of such Notes, this Indenture, the Related Participation Agreement and the Related Lease are not and will not be, and the performance by it, in its own capacity or as Corporate Trustee, as the case may be, of its obligations under each will not be, inconsistent with its charter or by-laws, do not and will not contravene any law, governmental rule, regulation, judgment or order applicable to it under Federal banking law or the laws of the State where the Corporate Trustee's principal office is located, or any subdivision or agency thereof, and do not and will not contravene the provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or under Federal banking law or the laws of the State where the corporate Trustee's principal office is located, or any subdivision or agency thereof, except such as have been obtained, given or accomplished;

(h) the Corporate Trustee is duly authorized to execute this Indenture on behalf of the Individual Trustee; and

(i) there are no actions, suits or proceedings pending or, to the knowledge of the Corporate Trustee, threatened against or affecting the Related Trust Estate (as such term is defined in the Trust Agreement).

**SECTION 13.02. *Representations and Warranties of the Individual Trustee.*** The Individual Trustee makes the following representations and warranties, in his own behalf and capacity, and not as such trustee, with respect to each series of Notes:

(a) he has the power and authority to enter into and perform his obligations under the Trust Agreement and is the duly constituted Individual Trustee thereunder; and

(b) the Trust Agreement has been duly executed and delivered by him and, assuming due authorization, execution and delivery by the other parties thereto, is a legal, valid and binding agreement, enforceable in accordance with its terms.

**SECTION 13.03. *Representations and Warranties of Each Related Beneficiary.*** Each Related Beneficiary will make the following representations and warranties with respect to each series of Notes:

(a) such Related Beneficiary is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into, or accept the assignment of, and perform its obligations under the Trust Agreement and the Related Participation Agreement;

(b) the Authorization and Direction and the Related Participation Agreement have been duly authorized, executed and delivered, or the assignment thereof has been duly accepted, by such Related Beneficiary and, assuming due authorization, execution and

delivery by the other parties thereto and assuming they are legal, valid and binding agreements of the other parties thereto, are legal, valid and binding agreements of such Related Beneficiary, enforceable against it in accordance with their respective terms;

(c) the execution and delivery by such Related Beneficiary, or the acceptance by such Related Beneficiary of the assignment, of the Related Participation Agreement and the Authorization and Direction and its agreement to become a party to the Trust Agreement are not, and the performance by it of its obligations under each will not be, inconsistent with its charter or by-laws, and do not and will not contravene any present law, governmental rule, regulation, judgment or order applicable to it (assuming the Related Equipment is personal property) and do not and will not contravene the provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound or, in reliance on the representations contained in Sections 6 and 12 of the Related Participation Agreement, require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or by, any federal banking law or law of the State of Missouri, except such as have been obtained, given or accomplished;

(d) the performance by such Related Beneficiary of its obligations under the Trust Agreement or the Related Participation Agreement will not subject the Related Estate to any lien, charge or encumbrance (other than the liens and security interests provided in or permitted by this Indenture) under any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound;

(e) such Related Beneficiary is acquiring or has acquired its interest in the Related Estate for its own account for investment and not with a view to the distribution or resale thereof, but subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be within its control;

(f) neither such Related Beneficiary nor anyone acting in its behalf has directly or indirectly offered an interest in any Note of such series for sale to, or solicited any offer to acquire the same from, any person; and

(g) such Related Beneficiary has satisfied and complied, or will satisfy and comply, with all requirements and conditions to be satisfied and complied with on its part at or prior to such time as is specified in this Indenture, the Trust Agreement, the Related Participation Agreement or otherwise.

**SECTION 13.04. *Representations and Warranties of the Trustee.*** The Trustee makes the following representations and warranties, in its own behalf and capacity and not as such Trustee, with respect to each series of Notes:

(a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Indenture and the Related Participation Agreement;

(b) this Indenture and the Related Participation Agreement have been duly authorized, executed and delivered by it;

(c) the execution and delivery by it of this Indenture and the Related Participation Agreement are not, and the performance by it of its obligations under each will not be, inconsistent with its charter or by-laws, do not and will not contravene any law, governmental rule, regulation, judgment or order applicable to it and do not and will not contravene the provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or by, any federal, state or local governmental authority, except as have been obtained, given or accomplished.

(T) For purposes of these Supplements, the twenty-second and twenty-third lines of Section 14.01 of the Indenture are hereby amended to read in their entirety as follows:

"Termination Value for the Related Equipment under such Related Lease or releasing Kansas City Southern Industries, Inc. from its guaranty of such obligations of the Related Leases under such Related Lease; or (vi) deprive the registered owners of any Note of such series then Outstanding of the lien of this Indenture on the Related Estate or adversely affect the rights and remedies for the benefit of such registered owners provided in Article VIII and the sections of the Related Lease regarding events of default and remedies thereunder."

(U) For purposes of these Supplements, Section 15.02 of the Indenture is hereby amended to read in its entirety as follows:

**SECTION 15.02.** *Conditions to Issuance of Notes.* With respect to each series of Notes, the requirements and conditions set forth in this Section 15.02 shall be satisfied and complied with (i) simultaneously with or prior to (but not earlier than 10 days prior to) the Date of Acceptance (as hereinafter defined) of the first item of Related Equipment as set forth in the Certificate of Acceptance executed and delivered with respect thereto (the *Initial Closing Date*), (ii) on the date of acceptance of each item of Related Equipment set forth in the Certificate of Acceptance executed and delivered with respect thereto (the Date of Acceptance), and (iii) simultaneously or prior to the dates of execution, authentication and delivery of Notes of such series pursuant to Section 3.05 (the *Closing Dates*), as specified below:

(a) On the Initial Closing Date

(1) No Related Event of Default or Related Default shall have occurred and be continuing.

(2) No condition or event which, with the giving of notice or lapse of time, or both, would mature into an *Event of Default* as defined in the Related Lease shall have occurred and be continuing.

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(3) The representations and warranties of the Corporate Trustee, the Individual Trustee, the Related Beneficiary and the Trustee set forth in Sections 13.01, 13.02, 13.03 and 13.04, respectively, of the Indenture and any set forth in the Related Participation Agreement and the representations and warranties of the Master Lessee and the Related Lessee set forth in Sections 9 and 8, respectively, of the Master Equipment Lease and any set forth in the Related Participation Agreement shall be true and correct in all material respects on and as of the Initial Closing Date with the same effect as though made on and as of such Initial Closing Date, and the Lender, each Take-Out Purchaser and the Related Beneficiary shall have received certificates of the Corporate Trustee, the Individual Trustee, the Related Beneficiary, the Trustee, the Master Lessee and the Related Lessee, dated the Initial Closing Date, to such effect. Each such certificate shall acknowledge that such representations and warranties are continuing representations and warranties until the last occurring Take-Out-Date referred to in the Related Participation Agreement and shall contain an undertaking to advise immediately each party to the Related Participation Agreement and their counsel of the nature and extent of any changes in any such representations and warranties occurring during the period such representations and warranties shall be continuing which are attributable to events occurring subsequent to the Initial Closing Date.

(4) The Lender and each Take-Out Purchaser shall have received conformed copies of this Indenture and the Related Lease, and the Trustee shall have received the *Original* of the Related Lease and evidence that appropriate financing statements or other documents or instruments covering the security interest in the Related Lease created by this Indenture have been filed or recorded in each jurisdiction necessary to perfect such security interest, which financing statements or other documents or instruments shall be satisfactory in form and substance to counsel for the Lender and the Take-Out Purchasers.

(5) The Trustee, the Corporate Trustee, the Lender, each Take-Out Purchaser and the Related Beneficiary shall have received a favorable opinion or opinions dated the Initial Closing Date of Owner Trustees' Counsel to the effect set forth in Sections 13.01 and 13.02 which opinion with respect to *any indenture, mortgage, contract or other instrument* may be limited to indentures, mortgages, contracts and other instruments of which such counsel has knowledge, with respect to *any actions, suits or proceedings* may be limited to actions, suits or proceedings of which such counsel had knowledge and may assume the due execution and authentication and delivery of such Notes and payment therefor.

(6) The Trustee, the Corporate Trustee, the Lender and each Take-Out Purchaser shall have received a favorable opinion dated the Initial Closing Date of the Related Beneficiary's Counsel to the effect with respect to the Related Beneficiary set forth in clauses (a) through (d) of Section 13.03, which opinion with respect to *any indenture, mortgage, contract or other instrument* may be limited to indentures, mortgages, contracts and other instruments of which such counsel has

knowledge, as to due organization, existence and good standing <sup>(or similar certificate)</sup> ~~(or similar certificate)~~ may rely solely on a certificate of good standing issued within 15 days of the date of such opinion by the Comptroller of Currency and as to other matters covered by clause (a) of Section 13.03 may rely on Published Interpretive Rulings of the Comptroller of Currency as in effect on the date of such opinion, and as to matters covered by clause (c) of Section 13.03 may assume that the Authorization and Direction creates a separate and distinct trust under the laws of the State of Utah and does not create an agency relationship between the Owner Trustees and the Related Beneficiary.

(7) The Corporate Trustee, the Lender, each Take-Out Purchaser and the Related Beneficiary shall have received a favorable opinion dated the Initial Closing Date of the Trustee's Counsel to the effect set forth in Section 13.04, which opinion with respect to clause (a), due authorization in clause (b) and clause (c) *may rely solely on a certificate of officer of the Trustee covering such matters.*

(8) The Trustee, the Corporate Trustee, the Lender, each Take-Out Purchaser and the Related Beneficiary shall have received a favorable opinion dated the Initial Closing Date of the Related Lessee's Counsel to the effect set forth in paragraphs (a) through (d), and in the first sentence of paragraph (e) of Section 8 of the Master Equipment Lease, which opinion with respect to *any indenture, mortgage, contract or other instrument* may be limited to indentures, mortgages, contracts and other instruments of which such counsel has knowledge.

(9) The Lender and each Take-Out Purchaser shall have received the favorable opinion of their counsel, dated the Initial Closing Date and addressed to them, (i) to the effect that (A) assuming due authorization, execution and delivery by the Lender and each Take-Out Purchaser, the Related Participation Agreement has been duly authorized, executed and delivered by the parties thereto and is a valid and binding agreement; (B) such Notes in an amount not to exceed the Maximum Aggregate Principal Amount have been duly authorized and, upon execution and authentication thereof and delivery thereof against payment therefor, such Notes will be legal, valid and binding obligations enforceable in accordance with their terms; (C) the Related Lease has been duly authorized, executed and delivered by the parties thereto and is a legal, valid and binding instrument; and (D) under the circumstances contemplated by the Related Participation Agreement, registration of such Notes under the Securities Act of 1933, as amended, and qualification of this Indenture under the Trust Indenture Act of 1939, as amended, will not be required; which opinion shall also state that although such counsel are not members of the Bar of any jurisdiction other than New York and have obtained no opinions with respect to such matters from members of the Bar of any other jurisdiction, they have made an examination of the Uniform Commercial Code or, if such Code is not applicable, such other applicable statute or statutes, as in effect in the jurisdiction or jurisdictions set forth in such opinion, as such Uniform Commercial Code or such other

statute is reported in standard compilations, and have determined, solely on the basis of such examination and specifically on the assumption that the Related Lease is a "true" lease under applicable law (as to which assumption such counsel shall not be required to give an opinion or state a conclusion), that financing statements or other documents or instruments with respect to such Related Lease have been properly filed or recorded in the jurisdiction or jurisdictions set forth in such opinion, that no further filing or recording (other than the filing of continuation statements or such other instruments as shall be set forth in such opinion letter) is necessary in such jurisdiction or jurisdictions fully to establish and perfect the security interest or lien of this Indenture with respect to such Related Lease, and that such filings or recordings create for the benefit of the Trustee, as secured party, a valid prior security interest in such Related Lease under the Uniform Commercial Code or such other statute, as in effect in such jurisdiction or jurisdictions, effective against creditors of and purchasers from the Lessor; (ii) as to such matters incidental to the transactions contemplated by the Related Participation Agreement as the Lenders and the Take-Out Purchasers shall have requested; and (iii) stating that the opinions addressed to the Lender and the Take-Out Purchasers pursuant to Sections 15.02(a)(5), (6), (7) and (8) are satisfactory in form and substance to such counsel;

(10) Counsel for the Lender and the Take-Out Purchasers and counsel for the Related Beneficiary shall have received fully executed counterparts of the Related Participation Agreement, this Indenture, the Trust Agreement, the Authorization and Direction and Related Lease and counsel for the Lender and the Take-Out Purchasers shall have received such other documents as it shall require to enable it to deliver the opinion referred to in Section 15.02(a)(9).

(11) (a) Each opinion of counsel delivered pursuant to Section 15.02(a) or the Related Participation Agreement, and each opinion of local counsel relied upon by such counsel, may (i) be subject to appropriate qualification as to applicable bankruptcy law and other similar laws affecting creditors' rights generally, (ii) rely as to matters, if any, relating to the laws of jurisdictions other than the United States of America and the jurisdiction in which such counsel is admitted to practice (except counsel for the Lender and the Take-Out Purchasers may, in giving the opinion required by clauses (A), (B) and (C) of Section 15.02(a)(9), rely upon the opinions of Owner Trustees' Counsel, Related Lessee's Counsel and Related Beneficiary's Counsel insofar as such opinion of such counsel extends to matters pertaining to the Owner Trustees, the Related Lessee or the Related Beneficiary, respectively) on an opinion or opinions of qualified local counsel acceptable to the parties to which such relying counsel's opinion is addressed, *provided* such relying counsel's opinion shall state that the party to which such relying counsel's opinion is addressed may rely upon such opinion of local counsel, (iii) state that such opinion is subject to qualification in respect of the effect of certain laws and judicial decisions upon the enforceability of certain rights and remedies provided in the Related Participation Agreement, the Related Lease and this Indenture and, through this Indenture, in the Notes of such series, the Related Lease and the Purchase Documents, *provided* that

such opinion shall further state that, in the opinion of such counsel, none of such laws in effect on the date of such opinion and none of such judicial decisions make the rights and remedies provided in the Related Lease and this Indenture and, through this Indenture, in the Notes of such series, the Related Lease and the Purchase Documents, as the case may be, taken as a whole, inadequate for enforcing payment of the Notes of such series and the security interests provided by this Indenture or the realization of the benefits of this Indenture, the Notes of such series, the Related Lease and the Purchase Documents, as the case may be, and (iv) state that they do not purport to pass upon the application of so called "blue sky" or security laws of any jurisdiction with respect to the Notes of such series or the interests in the Related Trust Estate or the application of the registration provisions of the Securities Act of 1933, as amended, as to the interests in the Related Trust Estate. Related Beneficiary's Counsel, Owner Trustees' Counsel, Related Lessee's Counsel and counsel for the Lender and the Take-Out Purchasers are hereby declared to be acceptable local counsel and the opinion of each shall state that the others may rely thereon, and when relying on the opinion of any of them as local counsel, such relying counsel's opinion need not contain any statement that the party to whom such relying counsel's opinion is addressed may rely upon such local counsel's opinion.

(b) Each opinion of counsel referred to in Section 15.02(a) (other than the opinion of the Related Beneficiary's Counsel), including opinions of local counsel, shall also state that such counsel is aware that, in reliance on such opinion, Notes of such series as contemplated by the Related Participation Agreement will be issued subsequent to the Initial Closing Date, and that, in consequence thereof, such counsel undertakes to advise each of the parties to whom such opinion is addressed and each counsel who is authorized to rely thereon in rendering their opinion of the nature and extent of any change therein attributable to events occurring subsequent to the date of such opinion. Such undertaking shall continue until the last Closing Date with respect to Notes of such series or such counsel shall advise in writing each of the parties to whom such opinion was addressed that such undertaking is terminated. Any requirement set forth in Section 15.02(a) of delivery to any party of any opinion with respect to a subsequent series of Notes may be satisfied by delivery of a letter of such counsel, addressed to such party and dated the Initial Closing Date with respect to such subsequent series of Notes, which incorporates by reference as though rendered on such Initial Closing Date all or a portion of any earlier opinion of such counsel to the required effect, whether or not such other opinion is or was addressed to such party, provided that a copy of such other opinion is delivered with such letter.

(12) The Lender, each Take-Out Purchaser and the Related Beneficiary and their counsel shall have received (i) an appraisal from American Appraisal, Inc. representing that the term of the Related Lease with respect to the items of Related Equipment is no more than 80% of the useful life of such items of Related Equipment and that such items of Related Equipment will have a residual value of at least 20% of the Lessor's Cost at the end of such term, and (ii) the certificates

required to be delivered on the Initial Closing Date pursuant to Section 12 of the Related Participation Agreement, and such parties shall be satisfied as to the number of institutional investors designated in such certificates.

(13) The Lender shall have received adequate assurance that all certificates, opinions and other documents to be delivered on each Take-Out Date by the respective parties and their respective counsel will be delivered to the Take-Out Purchasers on such Take-Out Dates.

(14) The Lender, each Take-Out Purchaser and the Related Beneficiary shall have indicated their satisfaction, to the best of their knowledge, with the compliance with the requirements and conditions set forth in Section 15.02(a).

(b) On any Closing Date

(1) None of the representations and warranties referred to in Section 15.02(a)(3) and none of the opinions referred to in Sections 15.02(a)(5), (7), (8) and (9) shall have been changed or withdrawn on the Dates of Acceptance relating to such of the items of Related Equipment as are to be paid for on such Closing Date.

(2) No Related Event of Default or Related Default shall have occurred and be continuing on the Dates of Acceptance relating to such of the items of Related Equipment as are to be paid for on such Closing Date.

(3) No condition or event which, with the giving of notice or lapse of time or both, would mature into an *Event of Default* as defined in the Related Lease shall have occurred and be continuing on the Dates of Acceptance relating to such of the items of Related Equipment as are to be paid for on such Closing Date.

(4) The Trustee shall have received Purchase Documents relating to such of the items of Related Equipment as are to be paid for on such Closing Date and one or more Certificates of Acceptance with respect to such Related Equipment, which Purchase Documents and Certificates of Acceptance shall be satisfactory in form and substance to counsel for the Lender, the Take-Out Purchasers and the Related Beneficiary.

By payment to the Trustee by the Lender and the Related Beneficiary for the account of the Owner Trustees for application pursuant to the Related Participation Agreement, of an amount, in immediately available funds, equal to the Lessor's Cost of the items of Related Equipment as are to be paid for on any Closing Date, the Lender and the Related Beneficiary shall be deemed to have indicated their satisfaction, to the best of their knowledge, with the compliance with the requirements and conditions set forth in Section 15.02(b) with respect to such Closing Date.



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(V) For purposes of these Supplements, Section 16.06 of the Indenture is hereby amended to read in its entirety as follows:

**"SECTION 16.06.** Nothing in this Indenture, whether express or implied, shall be construed to give to any person other than the Owner Trustees, each Related Beneficiary, the Trustee and the registered owners of the Notes any legal or equitable right, remedy or claim under or in respect of this Indenture or any Note."

(W) Notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the Form of Note, for purposes of these Supplements payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1A</u>			
1	\$ 61,716.50	\$45,000.00	\$106,716.50
2	64,493.74	42,222.76	106,716.50
3	67,395.96	39,320.54	106,716.50
4	70,428.78	36,287.72	106,716.50
5	73,598.07	33,118.43	106,716.50
6	74,894.10	29,806.51	104,700.61
7	78,264.33	26,436.28	104,700.61
8	69,009.98	22,914.38	91,924.36
9	72,115.43	19,808.93	91,924.36
10	69,421.92	16,563.74	81,985.66
11	68,365.91	13,619.75	81,985.66
12	62,563.71	10,543.29	73,107.00
13	65,379.08	7,727.92	73,107.00
14	106,352.49	4,785.86	111,138.35

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<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1B</u>			
1	\$ 55,040.50	\$45,000.00	\$100,040.50
2	57,517.32	42,523.18	100,040.50
3	60,105.60	39,934.90	100,040.50
4	62,810.35	37,230.15	100,040.50
5	65,636.82	34,403.68	100,040.50
6	68,590.48	31,450.02	100,040.50
7	71,677.05	28,363.45	100,040.50
8	74,902.52	25,137.98	100,040.50
9	67,644.73	21,767.37	89,412.10
10	70,688.74	18,723.36	89,412.10
11	64,868.83	15,542.37	80,411.20
12	67,787.93	12,623.27	80,411.20
13	104,024.30	9,572.81	113,597.11
14	108,704.83	4,891.72	113,596.55
<u>Series 2A</u>			
1	\$ 20,208.70	\$45,000.00	\$ 65,208.70
2	21,118.09	44,090.61	65,208.70
3	22,068.41	43,140.29	65,208.70
4	23,061.48	42,147.22	65,208.70
5	24,099.25	41,109.45	65,208.70
6	25,183.72	40,024.98	65,208.70
7	26,316.98	38,891.72	65,208.70
8	27,501.25	37,707.45	65,208.70
9	28,738.80	36,469.90	65,208.70
10	30,032.05	35,176.65	65,208.70
11	31,383.49	33,825.21	65,208.70
12	32,795.75	32,412.95	65,208.70
13	34,271.56	30,937.14	65,208.70
14	35,813.78	29,394.92	65,208.70
15	37,425.40	27,783.30	65,208.70
16	39,109.54	26,099.16	65,208.70
17	40,869.47	24,339.23	65,208.70
18	33,950.40	22,500.10	56,450.50
19	35,478.17	20,972.33	56,450.50
20	33,950.43	19,375.82	53,326.25
21	35,478.20	17,848.05	53,326.25
22	34,153.17	16,251.53	50,404.70
23	35,690.06	14,714.64	50,404.70
24	36,483.22	13,108.58	48,591.80

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<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
25	37,079.96	11,511.84	48,591.80
26	37,099.06	9,843.24	46,942.30
27	38,768.52	8,173.78	46,942.30
28	38,788.50	6,429.20	45,217.70
29	40,533.98	4,683.72	45,217.70
30	63,548.61	2,859.69	66,408.30

Series 2B

1	\$ 19,433.50	\$45,000.00	\$ 64,433.50
2	20,308.01	44,125.49	64,433.50
3	21,221.87	43,211.63	64,433.50
4	22,176.85	42,256.65	64,433.50
5	23,174.81	41,258.69	64,433.50
6	24,217.68	40,215.82	64,433.50
7	25,307.47	39,126.03	64,433.50
8	26,446.31	37,987.19	64,433.50
9	27,636.39	36,797.11	64,433.50
10	28,880.03	35,553.47	64,433.50
11	30,179.63	34,253.87	64,433.50
12	31,537.71	32,895.79	64,433.50
13	32,956.91	31,476.59	64,433.50
14	34,439.97	29,993.53	64,433.50
15	35,989.77	28,443.73	64,433.50
16	32,945.81	26,824.19	59,770.00
17	34,428.37	25,341.63	59,770.00
18	35,977.65	23,792.35	59,770.00
19	34,303.54	22,173.36	56,476.90
20	35,847.20	20,629.70	56,476.90
21	34,395.13	19,016.57	53,411.70
22	35,942.91	17,468.79	53,411.70
23	35,058.34	15,851.36	50,909.70
24	36,635.96	14,273.74	50,909.70
25	36,654.78	12,625.12	49,279.90
26	38,304.25	10,975.65	49,279.90
27	38,324.04	9,251.96	47,576.00
28	40,048.62	7,527.38	47,576.00
29	62,216.81	5,725.19	67,942.00
30	65,009.68	2,925.44	67,935.12

# COUNTERPART

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## SUPPLEMENT TO THE TRUST INDENTURE

Dated as of October 1, 1976

Between

**FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT**, not in their individual  
capacities, but solely as trustees under a  
Master Trust Agreement dated as of May 1, 1975  
between them and Itel Leasing Corporation  
and as amended as of October 1, 1976,  
as *Owner Trustees*

and

**UNITED STATES TRUST COMPANY OF NEW YORK,**  
as *Trustee*

Supplemental to Trust Indenture  
dated as of May 1, 1975

**KANSAS CITY SOUTHERN INDUSTRIES, INC. 1976  
EQUIPMENT TRUST NO. 1**

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## SUPPLEMENT TO THE TRUST INDENTURE

THIS SUPPLEMENT, dated the date, set forth in Exhibit A hereto to the Trust Indenture dated as of May 1, 1975 (the *Indenture*) between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the *Trustee*), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, and THOMAS C. CUTHBERT, not in their individual capacities, but solely as trustees (the *Owner Trustees*) under a Master Trust Agreement dated as of May 1, 1975 between them and Itel Leasing Corporation and as amended as of October 1, 1976.

### W I T N E S S E T H :

WHEREAS, the Lessee herein named has executed and delivered to the Owner Trustees the Lease herein defined;

WHEREAS, the Participation Agreement herein defined has been executed and delivered; and

WHEREAS, pursuant to Section 15.01 of the Indenture, the Owner Trustees and the Trustee, by attaching one or more separate exhibits hereto, do hereby create one or more separate Supplemental Indentures (the *Supplemental Indenture*) (numbered the numbers, and dated the date, set forth in each said exhibit, respectively) each with respect to each series of promissory notes referred to in each said exhibit.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee and the Owner Trustees hereby agree as follows:

## ARTICLE I

### DEFINITIONS

**SECTION 1.01.** The terms used in each Supplemental Indenture shall, except as otherwise stated, have the meanings assigned to them in the Indenture.

**SECTION 1.02.** For the purposes of each Supplemental Indenture, and of the Indenture insofar as it relates to the series of Notes created by such Supplemental Indenture, the terms *Rate of Interest*, *Interest Payment Dates*, *Maximum Aggregate Principal Amount*, *Principal Payment Dates*, *First Interest Payment Date*, *First Principal Payment Date*, *Last Principal Payment Date*, *Rate of Interest on Overdue Payments of Principal*, *Premium and Interest*, *Lessee*, *Related Beneficiary* and *Related Beneficiary's Counsel* shall have the meanings with respect to Notes of each series set forth in Exhibit A hereto, and the following terms shall have the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

*Lease* shall mean the equipment lease between the Lessee and the Owner Trustees identified on Exhibit A hereto and more particularly described in the Participation Agreement.

*Lessee's Counsel* shall mean the counsel named as Lessee's Counsel in the Participation Agreement.

*Notes of this Series* shall mean the promissory notes of a series created by such Supplemental Indenture and identified in Exhibit A hereto.

*Participation Agreement* shall mean the Participation Agreement, dated the date hereof, only as it relates to the Related Equipment, among the Owner Trustees, the Trustee, Kansas City Southern Industries, as Master Lessee (the *Master Lessee*), the Lessee, each Related Beneficiary, the proposed purchasers of the Notes of this Series and the proposed purchasers, if any, of the notes of other series, which contemplates the issue of the Notes of the series created by such Supplemental Indenture and the investment in the Related Equipment by each Related Beneficiary.

## ARTICLE II

### SERIES OF NOTES ESTABLISHED BY THIS SUPPLEMENT TO THE INDENTURE

**SECTION 2.01.** There is hereby established each separate series of promissory notes to be known and entitled as set forth in Exhibit A hereto. Notes of this Series in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to such series, except as provided in Section 3.09 of the Indenture, may be executed, authenticated and delivered in accordance with Section 3.05 of the Indenture.

**SECTION 2.02.** Each Note of this Series shall be dated the date of its authentication which shall be a Closing Date. The Notes of this Series shall bear interest from and including their date on the unpaid principal balance thereof at the Rate of Interest with respect to such series, payable at the frequency and in the amounts set forth in Exhibit A hereto with respect to such Series on the Interest Payment Dates of each year commencing on the First Interest Payment Date. The principal of each Note of this Series shall be payable in installments in the amounts set forth in Exhibit A hereto with respect to such series on the Principal Payment Dates of each year commencing on the First Principal Payment Date and ending on the Last Principal Payment Date.

**SECTION 2.03.** To the extent permitted by law, the Notes of this Series shall also bear interest on any part of the principal thereof or premium, if any, or interest thereon not paid when due for the period when the same shall be overdue at the Rate of Interest on Overdue Payments of Principal, Premium and Interest. Unless an Event of Default (as defined in the Lease relating to such series) shall occur and be continuing, interest payable on any overdue payment of principal, premium or interest shall be paid only from amounts collected by the Trustee as interest at the Overdue Rate under the terms of the such Lease.

### **ARTICLE III**

#### **CONDITIONS TO ISSUE OF NOTES OF THIS SERIES**

**SECTION 3.01.** The requirements and conditions to the issue of Notes of this Series shall be those set forth in Section 15.02 of the Indenture as amended by Exhibit A hereto.

### **ARTICLE IV**

#### **PREPAYMENT**

**SECTION 4.01.** The Notes of this Series shall also be subject to prepayment upon the terms and conditions, if any, set forth in Exhibit A hereto with respect to such series.

### **ARTICLE V**

#### **RELATED BENEFICIARY**

**SECTION 5.01.** The address to which notice to each Related Beneficiary shall be addressed is set forth in Exhibit A hereto.

### **ARTICLE VI**

#### **SUBJECT MATTER OF LEASE**

**SECTION 6.01.** If less than all Groups of Equipment subject to the Lease are to be security for the Notes of this Series, the Group or Groups of Equipment which are to be security for the Notes of this Series are identified in Exhibit A hereto with respect to such series, and the Owner Trustees may also grant, bargain, sell, convey, assign, mortgage, transfer, set over, grant a security interest in and confirm unto the Trustee and to its successors and assigns in trust all of the Owner Trustees' right, title and interest in and to the Lease, to the extent that the Lease relates to such other Group or Groups of Equipment, as security for the due and punctual payment of the principal of and premium, if any, and interest on the Notes of one or more other series for which all or any part of the other Group or Groups of Equipment subject to the Lease are to be security.

## ARTICLE VII

## MISCELLANEOUS

**SECTION 7.01.** Although this Supplement to the Indenture may be dated for convenience and for the purpose of reference as of the date mentioned, the actual date or dates of execution by the Owner Trustees and the Trustee are as indicated by their respective acknowledgments hereto annexed.

**SECTION 7.02.** The modifications of the Indenture set forth under *Modifications of Indenture Provisions* in Exhibit A hereto are incorporated herein with respect to each Supplemental Indenture as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to the Indenture to be duly executed by their respective officers thereunto duly authorized, on the date set forth in Exhibit A hereto.

**FIRST SECURITY BANK OF UTAH, N.A. and  
THOMAS C. CUTHBERT**, not in their  
individual capacities, but solely  
as trustees under a Master Trust  
Agreement dated as of May 1, 1975  
between them and  
Itel Leasing Corporation and as amended  
as of October 1, 1976,  
*as Owner Trustees*

By **FIRST SECURITY BANK OF UTAH, N.A.**,  
not in its individual capacity, but  
solely as Corporate Trustee and on  
behalf of the Individual Trustee,  
*as Corporate Trustee*

By \_\_\_\_\_  
*Authorized Officer*

[Seal]

**Attest:**

[illegible]



UNITED STATES TRUST COMPANY OF NEW YORK,  
as Trustee

By

  
Vice President

[Seal]

Attest:

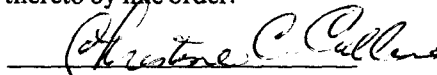
  
Assistant Secretary

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On the 19<sup>th</sup> day of December, 1976, before me personally came MALCOLM J. HOOD, to me known, who, being by me duly sworn, did depose and say that he resides in Warren, New Jersey; that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.



Notary Public

[NOTARIAL SEAL]

CHRISTINE C. COLLINS  
Notary Public, State of New York  
No. 31-4624735  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires March 30, 1978

STATE OF UTAH )

: ss.:

COUNTY OF SALT LAKE )

On the       day of       , A.D. 197 , personally appeared before me, ROBERT S. CLARK who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said ROBERT S. CLARK acknowledged to me that said national banking association executed the same.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

**EXHIBIT A**  
**to Supplement to the Trust Indenture**

**EQUIPMENT GROUPS**  
**1A, 1B, 2A, 2B**

<i>Number of Supplemental Indentures:</i>	147-150
<i>Date of Supplement to the Trust Indenture and of Supplemental Indenture:</i>	As of October 1, 1976
<i>Name of Lessee:</i>	Kansas City Southern Industries, Inc.
<i>Designation of Lease:</i>	Kansas City Southern Industries, Inc. 1976 Equipment Lease No. 1
<i>Title of Notes of These Series:</i>	Promissory Notes, Series 1A, 1B, 2A and 2B (Kansas City Southern Industries, Inc. 1976 Equipment Trust No. 1)
<i>Maximum Aggregate Principal Amount:</i>	Series 1A and 2A:     \$1,330,000 Series 1A, 1B, 2A and 2B:               \$2,450,000
<i>Frequency of Interest Payments:</i>	Semiannually in arrears
<i>Rate of Interest:</i>	All series of Notes shall bear interest from and including their respective dates of issuance to but excluding (A) at the rate equal to 120% of the prime interest rate of Bank of America, National Trust & Savings Association (being the rate per annum which such Bank charges for unsecured 90-day loans to substantial and responsible commercial borrowers) from time to time in effect, computed on the basis of a 360-day year of twelve 30-day months. From and including (A) to but excluding the date payment in full of the respective principal amounts thereof is made, all series of Notes shall bear interest at the rate of 9% per annum (the <i>Long-Term Debt Rate</i> )
	<hr style="width: 20%; margin-left: 0;"/> <p>(A) January 15, 1977 in the case of Notes of Series 1A and 2A and July 15, 1977 in the case of Notes of Series 1B and 2B.</p>
<i>Interest Payment Dates:</i>	January 15 and July 15 of each year.
<i>Principal Payment Dates:</i>	January 15 and July 15 of each year commencing, with respect to Notes of each Series, on the First Principal Payment Date and ending on the Last Principal Payment Date.

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	Series			
	<u>1A</u>	<u>1B</u>	<u>2A</u>	<u>2B</u>
<i>First Interest Payment Date:</i>	01/15/77	07/15/77	01/15/77	07/15/77
<i>First Principal Payment Date:</i>	07/15/77	01/15/78	07/15/77	01/15/78
<i>Last Principal Payment Date:</i>	01/15/84	07/15/84	01/15/92	07/15/92
<i>Rate of Interest on Overdue Payments of Principal, Premium and Interest:</i>	1% in excess of the Long-Term Debt Rate			

*Security for Notes of  
These Series:*

<u>Series</u>	<u>Groups of Equipment</u>
1A	1A, 1B, 2A and 2B
1B	1A, 1B, 2A and 2B
2A	1A, 1B, 2A and 2B
2B	1A, 1B, 2A and 2B

*Name and Address of  
Related Beneficiary:*

The First National Bank of Kansas City  
14 West 10th Street  
Kansas City, Missouri 64105

Attention: Neil T. Douthat  
Assistant Vice President

*Related Beneficiary's Counsel:*

Stinson, Mag, Thomson, McEvers & Fizzell  
Suite 2100  
TenMain Center  
Kansas City, Missouri 64105

*Modification of Indenture  
Provisions:*

(A) For purposes of these Supplements, the definitions of *Owner Trustees' Counsel*, *Purchase Documents*, *Related Lease* and *Trustee's Related Expenses* contained in paragraph (f) of Section 1.03 of the Indenture are hereby amended to read in their entirety as follows and the following definition of *Authorized Officer* is hereby added to said paragraph:

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*"Owner Trustees' Counsel* shall mean, unless otherwise specified for any series of Notes in the Related Supplemental Indenture, Messrs. Ray, Quinney & Nebeker, 500 Deseret Building, 79 South Main Street, Salt Lake City, Utah 84111, or other counsel satisfactory to Lenders' Counsel and to Related Beneficiary's Counsel."

*"Purchase Documents* shall mean with respect to Related Equipment such documents, not limited to a bill of sale, as Lenders' Counsel and Related Beneficiary's Counsel shall consider necessary to convey to the Owner Trustees title to such Related Equipment, which documents shall be in form and substance satisfactory to Lenders' Counsel and to Related Beneficiary's Counsel."

*"Related Lease* shall mean the equipment lease defined as the *Lease* in the Related Lease Supplement."

*"Trustee's Related Expenses* with respect to any series of Notes shall mean any and all liabilities, obligations, losses, damages, penalties, taxes (other than any income taxes on fees or other compensation received by the Trustee in its capacity as trustee), claims (including, without limitation, claims involving strict or absolute liability), actions, suits, costs, expenses and disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever which may be imposed on or asserted against the Trustee (whether or not also indemnified against by any other person) or any of its successors, assigns, agents, servants or personal representatives, in any way relating to or arising out of this Indenture (to the extent, but only to the extent, that the terms and provisions of this Indenture relate to the Related Estate), the Related Estate, the Related Participation Agreement or the Related Lease, or any document contemplated hereby or thereby, or the performance or enforcement of any of the terms hereof or thereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, sublease, possession, use, operation, maintenance, condition, registration, sale, return, storage or other disposition of the Related Estate or any part thereof (including, without limitation, latent and other defects, whether or not discoverable, and any claim for patent, trademark or copyright infringement), or in any way relating to or arising out of the administration of the Related Estate or the action or inaction of the Trustee under this Indenture, except only in the case of willful misconduct or gross negligence on the part of the Trustee in the performance of its duties under this Indenture."

*"Authorized Officer* shall mean the President, the Cashier, any Assistant Cashier, any Vice President, any Trust Officer, any Assistant Trust Officer, any Trust New Business Officer, any Trust Tax Officer and any Trust Administrator of a corporation authorized to perform the specific act or duty or sign the specific document in question or any other officer of such corporation authorized by the Board of Directors or the Trust Investment Committee of the Board of Directors of such corporation to perform the specific act or duty or sign the specific document in question."

(B) For purposes of these Supplements, the term "Lease Commencement Date" contained in paragraph (g) of Section 1.03 of the Indenture is hereby amended to read "Rent Commencement Date" and the term "Indemnified Person" contained in said paragraph is hereby redefined as follows:

*"Indemnified Person* shall mean any Person the Related Lessee had agreed to indemnify pursuant to the terms of the Related Lease, which indemnification is attributed to such Related Lease and the Related Equipment".

(C) For purposes of these Supplements, whenever the term "Overdue Rent" is used in the Indenture, such term shall mean "interest at the Overdue Rate".

(D) For purposes of these Supplements, the last three lines of paragraph (a) of Section 2.01 of the Indenture are hereby amended to read in their entirety as follows:

"the Indemnified Persons' respective rights as to indemnification by the Related Lessee under such Related Lease which are attributable to such Related Lease and the Related Equipment, including, without limitation, any Indemnified Persons' rights under such Related Lease attributable to the loss of the Investment Credit, the Interest Deduction or the Depreciation Deduction, as such terms are defined in such Related Lease, with respect to the Related Equipment;"

(E) For purposes of these Supplements, the last line of paragraph (c) of Section 2.01 of the Indenture is hereby amended to read in its entirety as follows:

"of the Related Estate, subject to the exception mentioned in paragraph (a) of this Section."

(F) For purposes of these Supplements, the eighth line of the third paragraph of the Form of Note contained in Section 3.06 of the Indenture is hereby amended to read in its entirety as follows:

"provided in Section 10.01 of the Indenture, for liability under the Indenture. Unless an Event of Default under the Related Lease"

(G) For purposes of these Supplements, the third line of Section 4.05 of the Indenture is hereby amended to read in its entirety as follows:

"Trust Indenture Act of 1939, as amended. Prior to any transfer of any Note, in whole or in part, except for the transfer from the Lender, as defined in the Related Participation Agreement (the *Lender*), to a Take-Out Purchaser, as defined in the Related Participation Agreement (the *Take-Out Purchaser*), pursuant to the terms of the Related Participation Agreement, the"

(H) For purposes of these Supplements, the charge by the Trustee for transfer of any Note referred to in Section 4.06 of the Indenture shall not be required to be paid with respect to the transfer of any Note by the Lender to a Take-Out Purchaser.

(I) For purposes of these Supplements, the second line of clause *first* of Section 6.03 of the Indenture is hereby amended to read in its entirety as follows:

"the Notes of such series the amounts payable to them as Indemnified Persons under the Related Lease which are attributable to such Related Lease and the Related Equipment (to the extent not previously reimbursed) shall be distributed to"

(J) For purposes of these Supplements, the following new sentence is hereby added to the end of Section 7.01 of the Indenture:

"Notwithstanding the foregoing, no opinion of counsel need be delivered with respect to the release by the Trustee of security for the Notes of such series with a value of less than \$500, provided such proposed action complies with the terms of the Related Lease."

(K) For purposes of these Supplements, the second line of paragraph (c) of the first paragraph of Section 8.02 of the Indenture is hereby amended to read in its entirety as follows:

"Related Beneficiary with respect to such series of Notes in this Indenture, the Related Participation Agreement or the Trust Agreement and continuance of"

(L) For purposes of these Supplements, the following new third paragraph is hereby added to Section 8.02 of the Indenture:

"Notwithstanding the foregoing, an Event of Default as defined in the Related Lease resulting from nonpayment of Rent due thereunder on a specific Basic Rent Date shall not be a Related Event of Default hereunder:

(i) if (A) the Owner Trustees shall have paid the full amount of such defaulted Rent within 10 days of such Basic Rent Date and (B) the Trustee shall have reasonably determined that the delaying of a declaration of such an Event of Default until the next succeeding Basic Rent Date will not have a material adverse effect on the exercise or realization of the Trustee's rights hereunder with respect to the Related Estate, unless the Related Lessee shall fail to make the next succeeding payment of Rent when due, together with the payment of Rent then in arrears; or

(ii) if the Related Beneficiary (but not an assignee or transferee thereof) shall have assumed full personal liability for all obligations of the Owner Trustees hereunder and under the Note(s), notwithstanding the limitation of the Owner Trustees' obligations set forth in Section 3.07 of the Indenture, provided that a failure of the Related Beneficiary to make any payment hereunder or under the Note(s) shall constitute a Related Event of Default under the Indenture."

(M) For purposes of these Supplements, that part immediately preceding paragraph (1) of Section 8.04 of the Indenture is hereby amended to read in its entirety as follows:

"SECTION 8.04. With respect to each series of Notes, upon the occurrence and during the continuance of a Related Event of Default and provided that the Trustee shall have declared the unpaid principal amount of all Notes of such series immediately due and payable:"

(N) For purposes of these Supplements, the following new paragraph (5) is hereby added to Section 8.04 of the Indenture:

“(5) Notwithstanding the foregoing, so long as no Related Default or Related Event of Default under Section 8.02(a) shall have occurred and be continuing, the rights of the Trustee in and to the Mortgaged Property shall be subject and subordinate to the rights of the Related Lessee under the Related Lease insofar as the remedies provided in this Section 8.04 conflict with such rights of the Related Lessee.”

(O) For purposes of these Supplements, the fifth line and the fifteenth line of Section 9.01 of the Indenture are hereby amended to read in their entirety as follows:

“thereof to the Owner Trustees, the Master Lessee, the Related Lessee (notwithstanding such written notice, the Trustee shall also give prompt electronic notice to the Related Lessee of the failure of the Related Lessee to make any payment of Rent when due under the Related Lease) and each registered owner of a Note of such series. Subject”

\* \* \*

“otherwise enforce its rights under this Indenture with respect to the Related Lease, the Trustee in its discretion may, or upon receipt of a”

(P) For purposes of these Supplements, the first line of Section 10.02 of the Indenture is hereby amended to read in its entirety as follows:

“**SECTION 10.02.** With respect to each series of Notes, except pursuant to Section 9.01, Section 9.02”

(Q) For purposes of these Supplements, the fourth through the seventh lines and the thirteenth line of Section 10.05 of the Indenture are hereby amended to read in their entirety as follows:

“believed by it to be signed by the proper party or parties. In the case of the Master Lessee or the Related Lessee, the Owner Trustees and the Trustee may accept a copy of a resolution of the Board of Directors or, if it has one, the Executive Committee of the Board of Directors of the Master Lessee or the Related Lessee, as the case may be, certified by the Secretary or an Assistant Secretary of such company as duly adopted and in full force and effect, as conclusive evidence”

\* \* \*

“of the Board, the President, or any Vice President and the Treasurer or the Secretary of the Master Lessee or the Related Lessee”

(R) For purposes of these Supplements, the third line of Section 10.06 of the Indenture is hereby amended to read in its entirety as follows:



“capacity except as expressly provided herein; and except as provided in Section 10.01 of this Indenture, all persons having any claim against the”

(S) For purposes of these Supplements, Article XIII of the Indenture is hereby amended to read in its entirety as follows:

### ARTICLE XIII

#### CERTAIN REPRESENTATIONS AND WARRANTIES

**SECTION 13.01. *Representations and Warranties of the Corporate Trustee.*** The Corporate Trustee makes the following representations and warranties, in its own behalf and capacity or as Corporate Trustee, as the case may be, with respect to each series of Notes:

(a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under the Trust Agreement;

(b) it is the duly constituted Corporate Trustee under the Trust Agreement and the Corporate Trustee thereunder has the power and authority to enter into and perform the obligations of the Owner Trustees under this Indenture, the Related Participation Agreement and the Related Lease;

(c) the Trust Agreement has been duly authorized, executed and delivered by it and, assuming due authorization, execution and delivery by the other parties thereto, is a legal, valid and binding agreement, enforceable in accordance with its terms;

(d) assuming the Authorization and Direction has been duly authorized, executed and delivered by the parties thereto, a separate and distinct trust has been created under the laws of the State of Utah pursuant to the Trust Agreement;

(e) this Indenture, the Related Participation Agreement and the Related Lease have been duly authorized, executed and delivered by the Corporate Trustee on behalf of the Owner Trustees and, assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding agreements, enforceable in accordance with their respective terms;

(f) such Notes in a principal amount not to exceed the Maximum Aggregate Principal Amount have been duly authorized by the Owner Trustees and, upon payment therefor will be duly executed and delivered by the Corporate Trustee and will be legal, valid and binding obligations of the Owner Trustees, enforceable in accordance with their terms, and will be entitled to the benefit of this Indenture.

(g) the execution and delivery by it of the Trust Agreement and by the Corporate Trustee on behalf of the Owner Trustees of such Notes, this Indenture, the Related Participation Agreement and the Related Lease are not and will not be, and the performance by it, in its own capacity or as Corporate Trustee, as the case may be, of its obligations under each will not be, inconsistent with its charter or by-laws, do not and will not contravene any law, governmental rule, regulation, judgment or order applicable to it under Federal banking law or the laws of the State where the Corporate Trustee's principal office is located, or any subdivision or agency thereof, and do not and will not contravene the provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or under Federal banking law or the laws of the State where the corporate Trustee's principal office is located, or any subdivision or agency thereof, except such as have been obtained, given or accomplished;

(h) the Corporate Trustee is duly authorized to execute this Indenture on behalf of the Individual Trustee; and

(i) there are no actions, suits or proceedings pending or, to the knowledge of the Corporate Trustee, threatened against or affecting the Related Trust Estate (as such term is defined in the Trust Agreement).

**SECTION 13.02. *Representations and Warranties of the Individual Trustee.*** The Individual Trustee makes the following representations and warranties, in his own behalf and capacity, and not as such trustee, with respect to each series of Notes:

(a) he has the power and authority to enter into and perform his obligations under the Trust Agreement and is the duly constituted Individual Trustee thereunder; and

(b) the Trust Agreement has been duly executed and delivered by him and, assuming due authorization, execution and delivery by the other parties thereto, is a legal, valid and binding agreement, enforceable in accordance with its terms.

**SECTION 13.03. *Representations and Warranties of Each Related Beneficiary.*** Each Related Beneficiary will make the following representations and warranties with respect to each series of Notes:

(a) such Related Beneficiary is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into, or accept the assignment of, and perform its obligations under the Trust Agreement and the Related Participation Agreement;

(b) the Authorization and Direction and the Related Participation Agreement have been duly authorized, executed and delivered, or the assignment thereof has been duly accepted, by such Related Beneficiary and, assuming due authorization, execution and

delivery by the other parties thereto and assuming they are legal, valid and binding agreements of the other parties thereto, are legal, valid and binding agreements of such Related Beneficiary, enforceable against it in accordance with their respective terms;

(c) the execution and delivery by such Related Beneficiary, or the acceptance by such Related Beneficiary of the assignment, of the Related Participation Agreement and the Authorization and Direction and its agreement to become a party to the Trust Agreement are not, and the performance by it of its obligations under each will not be, inconsistent with its charter or by-laws, and do not and will not contravene any present law, governmental rule, regulation, judgment or order applicable to it (assuming the Related Equipment is personal property) and do not and will not contravene the provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound or, in reliance on the representations contained in Sections 6 and 12 of the Related Participation Agreement, require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or by, any federal banking law or law of the State of Missouri, except such as have been obtained, given or accomplished;

(d) the performance by such Related Beneficiary of its obligations under the Trust Agreement or the Related Participation Agreement will not subject the Related Estate to any lien, charge or encumbrance (other than the liens and security interests provided in or permitted by this Indenture) under any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound;

(e) such Related Beneficiary is acquiring or has acquired its interest in the Related Estate for its own account for investment and not with a view to the distribution or resale thereof, but subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be within its control;

(f) neither such Related Beneficiary nor anyone acting in its behalf has directly or indirectly offered an interest in any Note of such series for sale to, or solicited any offer to acquire the same from, any person; and

(g) such Related Beneficiary has satisfied and complied, or will satisfy and comply, with all requirements and conditions to be satisfied and complied with on its part at or prior to such time as is specified in this Indenture, the Trust Agreement, the Related Participation Agreement or otherwise.

**SECTION 13.04. *Representations and Warranties of the Trustee.*** The Trustee makes the following representations and warranties, in its own behalf and capacity and not as such Trustee, with respect to each series of Notes:

(a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Indenture and the Related Participation Agreement;

(b) this Indenture and the Related Participation Agreement have been duly authorized, executed and delivered by it;

(c) the execution and delivery by it of this Indenture and the Related Participation Agreement are not, and the performance by it of its obligations under each will not be, inconsistent with its charter or by-laws, do not and will not contravene any law, governmental rule, regulation, judgment or order applicable to it and do not and will not contravene the provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or by, any federal, state or local governmental authority, except as have been obtained, given or accomplished.

(T) For purposes of these Supplements, the twenty-second and twenty-third lines of Section 14.01 of the Indenture are hereby amended to read in their entirety as follows:

“Termination Value for the Related Equipment under such Related Lease or releasing Kansas City Southern Industries, Inc. from its guaranty of such obligations of the Related Leases under such Related Lease; or (vi) deprive the registered owners of any Note of such series then Outstanding of the lien of this Indenture on the Related Estate or adversely affect the rights and remedies for the benefit of such registered owners provided in Article VIII and the sections of the Related Lease regarding events of default and remedies thereunder.”

(U) For purposes of these Supplements, Section 15.02 of the Indenture is hereby amended to read in its entirety as follows:

**SECTION 15.02.** *Conditions to Issuance of Notes.* With respect to each series of Notes, the requirements and conditions set forth in this Section 15.02 shall be satisfied and complied with (i) simultaneously with or prior to (but not earlier than 10 days prior to) the Date of Acceptance (as hereinafter defined) of the first item of Related Equipment as set forth in the Certificate of Acceptance executed and delivered with respect thereto (the *Initial Closing Date*), (ii) on the date of acceptance of each item of Related Equipment set forth in the Certificate of Acceptance executed and delivered with respect thereto (the Date of Acceptance), and (iii) simultaneously or prior to the dates of execution, authentication and delivery of Notes of such series pursuant to Section 3.05 (the *Closing Dates*), as specified below:

(a) On the Initial Closing Date

(1) No Related Event of Default or Related Default shall have occurred and be continuing.

(2) No condition or event which, with the giving of notice or lapse of time, or both, would mature into an *Event of Default* as defined in the Related Lease shall have occurred and be continuing.

(3) The representations and warranties of the Corporate Trustee, the Individual Trustee, the Related Beneficiary and the Trustee set forth in Sections 13.01, 13.02, 13.03 and 13.04, respectively, of the Indenture and any set forth in the Related Participation Agreement and the representations and warranties of the Master Lessee and the Related Lessee set forth in Sections 9 and 8, respectively, of the Master Equipment Lease and any set forth in the Related Participation Agreement shall be true and correct in all material respects on and as of the Initial Closing Date with the same effect as though made on and as of such Initial Closing Date, and the Lender, each Take-Out Purchaser and the Related Beneficiary shall have received certificates of the Corporate Trustee, the Individual Trustee, the Related Beneficiary, the Trustee, the Master Lessee and the Related Lessee, dated the Initial Closing Date, to such effect. Each such certificate shall acknowledge that such representations and warranties are continuing representations and warranties until the last occurring Take-Out-Date referred to in the Related Participation Agreement and shall contain an undertaking to advise immediately each party to the Related Participation Agreement and their counsel of the nature and extent of any changes in any such representations and warranties occurring during the period such representations and warranties shall be continuing which are attributable to events occurring subsequent to the Initial Closing Date.

(4) The Lender and each Take-Out Purchaser shall have received conformed copies of this Indenture and the Related Lease, and the Trustee shall have received the *Original* of the Related Lease and evidence that appropriate financing statements or other documents or instruments covering the security interest in the Related Lease created by this Indenture have been filed or recorded in each jurisdiction necessary to perfect such security interest, which financing statements or other documents or instruments shall be satisfactory in form and substance to counsel for the Lender and the Take-Out Purchasers.

(5) The Trustee, the Corporate Trustee, the Lender, each Take-Out Purchaser and the Related Beneficiary shall have received a favorable opinion or opinions dated the Initial Closing Date of Owner Trustees' Counsel to the effect set forth in Sections 13.01 and 13.02 which opinion with respect to *any indenture, mortgage, contract or other instrument* may be limited to indentures, mortgages, contracts and other instruments of which such counsel has knowledge, with respect to *any actions, suits or proceedings* may be limited to actions, suits or proceedings of which such counsel had knowledge and may assume the due execution and authentication and delivery of such Notes and payment therefor.

(6) The Trustee, the Corporate Trustee, the Lender and each Take-Out Purchaser shall have received a favorable opinion dated the Initial Closing Date of the Related Beneficiary's Counsel to the effect with respect to the Related Beneficiary set forth in clauses (a) through (d) of Section 13.03, which opinion with respect to *any indenture, mortgage, contract or other instrument* may be limited to indentures, mortgages, contracts and other instruments of which such counsel has

(or similar  
certificate)

knowledge, as to due organization, existence and good standing ~~(or similar certificate)~~ may rely solely on a certificate of good standing issued within 15 days of the date of such opinion by the Comptroller of Currency and as to other matters covered by clause (a) of Section 13.03 may rely on Published Interpretive Rulings of the Comptroller of Currency as in effect on the date of such opinion, and as to matters covered by clause (c) of Section 13.03 may assume that the Authorization and Direction creates a separate and distinct trust under the laws of the State of Utah and does not create an agency relationship between the Owner Trustees and the Related Beneficiary.

(7) The Corporate Trustee, the Lender, each Take-Out Purchaser and the Related Beneficiary shall have received a favorable opinion dated the Initial Closing Date of the Trustee's Counsel to the effect set forth in Section 13.04, which opinion with respect to clause (a), due authorization in clause (b) and clause (c) *may rely solely on a certificate of officer of the Trustee covering such matters.*

(8) The Trustee, the Corporate Trustee, the Lender, each Take-Out Purchaser and the Related Beneficiary shall have received a favorable opinion dated the Initial Closing Date of the Related Lessee's Counsel to the effect set forth in paragraphs (a) through (d), and in the first sentence of paragraph (e) of Section 8 of the Master Equipment Lease, which opinion with respect to *any indenture, mortgage, contract or other instrument* may be limited to indentures, mortgages, contracts and other instruments of which such counsel has knowledge.

(9) The Lender and each Take-Out Purchaser shall have received the favorable opinion of their counsel, dated the Initial Closing Date and addressed to them, (i) to the effect that (A) assuming due authorization, execution and delivery by the Lender and each Take-Out Purchaser, the Related Participation Agreement has been duly authorized, executed and delivered by the parties thereto and is a valid and binding agreement; (B) such Notes in an amount not to exceed the Maximum Aggregate Principal Amount have been duly authorized and, upon execution and authentication thereof and delivery thereof against payment therefor, such Notes will be legal, valid and binding obligations enforceable in accordance with their terms; (C) the Related Lease has been duly authorized, executed and delivered by the parties thereto and is a legal, valid and binding instrument; and (D) under the circumstances contemplated by the Related Participation Agreement, registration of such Notes under the Securities Act of 1933, as amended, and qualification of this Indenture under the Trust Indenture Act of 1939, as amended, will not be required; which opinion shall also state that although such counsel are not members of the Bar of any jurisdiction other than New York and have obtained no opinions with respect to such matters from members of the Bar of any other jurisdiction, they have made an examination of the Uniform Commercial Code or, if such Code is not applicable, such other applicable statute or statutes, as in effect in the jurisdiction or jurisdictions set forth in such opinion, as such Uniform Commercial Code or such other

statute is reported in standard compilations, and have determined, solely on the basis of such examination and specifically on the assumption that the Related Lease is a "true" lease under applicable law (as to which assumption such counsel shall not be required to give an opinion or state a conclusion), that financing statements or other documents or instruments with respect to such Related Lease have been properly filed or recorded in the jurisdiction or jurisdictions set forth in such opinion, that no further filing or recording (other than the filing of continuation statements or such other instruments as shall be set forth in such opinion letter) is necessary in such jurisdiction or jurisdictions fully to establish and perfect the security interest or lien of this Indenture with respect to such Related Lease, and that such filings or recordings create for the benefit of the Trustee, as secured party, a valid prior security interest in such Related Lease under the Uniform Commercial Code or such other statute, as in effect in such jurisdiction or jurisdictions, effective against creditors of and purchasers from the Lessor; (ii) as to such matters incidental to the transactions contemplated by the Related Participation Agreement as the Lenders and the Take-Out Purchasers shall have requested; and (iii) stating that the opinions addressed to the Lender and the Take-Out Purchasers pursuant to Sections 15.02(a)(5), (6), (7) and (8) are satisfactory in form and substance to such counsel;

(10) Counsel for the Lender and the Take-Out Purchasers and counsel for the Related Beneficiary shall have received fully executed counterparts of the Related Participation Agreement, this Indenture, the Trust Agreement, the Authorization and Direction and Related Lease and counsel for the Lender and the Take-Out Purchasers shall have received such other documents as it shall require to enable it to deliver the opinion referred to in Section 15.02(a)(9).

(11) (a) Each opinion of counsel delivered pursuant to Section 15.02(a) or the Related Participation Agreement, and each opinion of local counsel relied upon by such counsel, may (i) be subject to appropriate qualification as to applicable bankruptcy law and other similar laws affecting creditors' rights generally, (ii) rely as to matters, if any, relating to the laws of jurisdictions other than the United States of America and the jurisdiction in which such counsel is admitted to practice (except counsel for the Lender and the Take-Out Purchasers may, in giving the opinion required by clauses (A), (B) and (C) of Section 15.02(a)(9), rely upon the opinions of Owner Trustees' Counsel, Related Lessee's Counsel and Related Beneficiary's Counsel insofar as such opinion of such counsel extends to matters pertaining to the Owner Trustees, the Related Lessee or the Related Beneficiary, respectively) on an opinion or opinions of qualified local counsel acceptable to the parties to which such relying counsel's opinion is addressed, *provided* such relying counsel's opinion shall state that the party to which such relying counsel's opinion is addressed may rely upon such opinion of local counsel, (iii) state that such opinion is subject to qualification in respect of the effect of certain laws and judicial decisions upon the enforceability of certain rights and remedies provided in the Related Participation Agreement, the Related Lease and this Indenture and, through this Indenture, in the Notes of such series, the Related Lease and the Purchase Documents, *provided* that

such opinion shall further state that, in the opinion of such counsel, none of such laws in effect on the date of such opinion and none of such judicial decisions make the rights and remedies provided in the Related Lease and this Indenture and, through this Indenture, in the Notes of such series, the Related Lease and the Purchase Documents, as the case may be, taken as a whole, inadequate for enforcing payment of the Notes of such series and the security interests provided by this Indenture or the realization of the benefits of this Indenture, the Notes of such series, the Related Lease and the Purchase Documents, as the case may be, and (iv) state that they do not purport to pass upon the application of so called "blue sky" or security laws of any jurisdiction with respect to the Notes of such series or the interests in the Related Trust Estate or the application of the registration provisions of the Securities Act of 1933, as amended, as to the interests in the Related Trust Estate. Related Beneficiary's Counsel, Owner Trustees' Counsel, Related Lessee's Counsel and counsel for the Lender and the Take-Out Purchasers are hereby declared to be acceptable local counsel and the opinion of each shall state that the others may rely thereon, and when relying on the opinion of any of them as local counsel, such relying counsel's opinion need not contain any statement that the party to whom such relying counsel's opinion is addressed may rely upon such local counsel's opinion.

(b) Each opinion of counsel referred to in Section 15.02(a) (other than the opinion of the Related Beneficiary's Counsel), including opinions of local counsel, shall also state that such counsel is aware that, in reliance on such opinion, Notes of such series as contemplated by the Related Participation Agreement will be issued subsequent to the Initial Closing Date, and that, in consequence thereof, such counsel undertakes to advise each of the parties to whom such opinion is addressed and each counsel who is authorized to rely thereon in rendering their opinion of the nature and extent of any change therein attributable to events occurring subsequent to the date of such opinion. Such undertaking shall continue until the last Closing Date with respect to Notes of such series or such counsel shall advise in writing each of the parties to whom such opinion was addressed that such undertaking is terminated. Any requirement set forth in Section 15.02(a) of delivery to any party of any opinion with respect to a subsequent series of Notes may be satisfied by delivery of a letter of such counsel, addressed to such party and dated the Initial Closing Date with respect to such subsequent series of Notes, which incorporates by reference as though rendered on such Initial Closing Date all or a portion of any earlier opinion of such counsel to the required effect, whether or not such other opinion is or was addressed to such party, provided that a copy of such other opinion is delivered with such letter.

(12) The Lender, each Take-Out Purchaser and the Related Beneficiary and their counsel shall have received (i) an appraisal from American Appraisal, Inc. representing that the term of the Related Lease with respect to the items of Related Equipment is no more than 80% of the useful life of such items of Related Equipment and that such items of Related Equipment will have a residual value of at least 20% of the Lessor's Cost at the end of such term, and (ii) the certificates



required to be delivered on the Initial Closing Date pursuant to Section 12 of the Related Participation Agreement, and such parties shall be satisfied as to the number of institutional investors designated in such certificates.

(13) The Lender shall have received adequate assurance that all certificates, opinions and other documents to be delivered on each Take-Out Date by the respective parties and their respective counsel will be delivered to the Take-Out Purchasers on such Take-Out Dates.

(14) The Lender, each Take-Out Purchaser and the Related Beneficiary shall have indicated their satisfaction, to the best of their knowledge, with the compliance with the requirements and conditions set forth in Section 15.02(a).

(b) On any Closing Date

(1) None of the representations and warranties referred to in Section 15.02(a)(3) and none of the opinions referred to in Sections 15.02(a)(5), (7), (8) and (9) shall have been changed or withdrawn on the Dates of Acceptance relating to such of the items of Related Equipment as are to be paid for on such Closing Date.

(2) No Related Event of Default or Related Default shall have occurred and be continuing on the Dates of Acceptance relating to such of the items of Related Equipment as are to be paid for on such Closing Date.

(3) No condition or event which, with the giving of notice or lapse of time or both, would mature into an *Event of Default* as defined in the Related Lease shall have occurred and be continuing on the Dates of Acceptance relating to such of the items of Related Equipment as are to be paid for on such Closing Date.

(4) The Trustee shall have received Purchase Documents relating to such of the items of Related Equipment as are to be paid for on such Closing Date and one or more Certificates of Acceptance with respect to such Related Equipment, which Purchase Documents and Certificates of Acceptance shall be satisfactory in form and substance to counsel for the Lender, the Take-Out Purchasers and the Related Beneficiary.

By payment to the Trustee by the Lender and the Related Beneficiary for the account of the Owner Trustees for application pursuant to the Related Participation Agreement, of an amount, in immediately available funds, equal to the Lessor's Cost of the items of Related Equipment as are to be paid for on any Closing Date, the Lender and the Related Beneficiary shall be deemed to have indicated their satisfaction, to the best of their knowledge, with the compliance with the requirements and conditions set forth in Section 15.02(b) with respect to such Closing Date.

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(V) For purposes of these Supplements, Section 16.06 of the Indenture is hereby amended to read in its entirety as follows:

**"SECTION 16.06.** Nothing in this Indenture, whether express or implied, shall be construed to give to any person other than the Owner Trustees, each Related Beneficiary, the Trustee and the registered owners of the Notes any legal or equitable right, remedy or claim under or in respect of this Indenture or any Note."

(W) Notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the Form of Note, for purposes of these Supplements payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1A</u>			
1	\$ 61,716.50	\$45,000.00	\$106,716.50
2	64,493.74	42,222.76	106,716.50
3	67,395.96	39,320.54	106,716.50
4	70,428.78	36,287.72	106,716.50
5	73,598.07	33,118.43	106,716.50
6	74,894.10	29,806.51	104,700.61
7	78,264.33	26,436.28	104,700.61
8	69,009.98	22,914.38	91,924.36
9	72,115.43	19,808.93	91,924.36
10	69,421.92	16,563.74	81,985.66
11	68,365.91	13,619.75	81,985.66
12	62,563.71	10,543.29	73,107.00
13	65,379.08	7,727.92	73,107.00
14	106,352.49	4,785.86	111,138.35

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<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
<u>Series 1B</u>			
1	\$ 55,040.50	\$45,000.00	\$100,040.50
2	57,517.32	42,523.18	100,040.50
3	60,105.60	39,934.90	100,040.50
4	62,810.35	37,230.15	100,040.50
5	65,636.82	34,403.68	100,040.50
6	68,590.48	31,450.02	100,040.50
7	71,677.05	28,363.45	100,040.50
8	74,902.52	25,137.98	100,040.50
9	67,644.73	21,767.37	89,412.10
10	70,688.74	18,723.36	89,412.10
11	64,868.83	15,542.37	80,411.20
12	67,787.93	12,623.27	80,411.20
13	104,024.30	9,572.81	113,597.11
14	108,704.83	4,891.72	113,596.55
<u>Series 2A</u>			
1	\$ 20,208.70	\$45,000.00	\$ 65,208.70
2	21,118.09	44,090.61	65,208.70
3	22,068.41	43,140.29	65,208.70
4	23,061.48	42,147.22	65,208.70
5	24,099.25	41,109.45	65,208.70
6	25,183.72	40,024.98	65,208.70
7	26,316.98	38,891.72	65,208.70
8	27,501.25	37,707.45	65,208.70
9	28,738.80	36,469.90	65,208.70
10	30,032.05	35,176.65	65,208.70
11	31,383.49	33,825.21	65,208.70
12	32,795.75	32,412.95	65,208.70
13	34,271.56	30,937.14	65,208.70
14	35,813.78	29,394.92	65,208.70
15	37,425.40	27,783.30	65,208.70
16	39,109.54	26,099.16	65,208.70
17	40,869.47	24,339.23	65,208.70
18	33,950.40	22,500.10	56,450.50
19	35,478.17	20,972.33	56,450.50
20	33,950.43	19,375.82	53,326.25
21	35,478.20	17,848.05	53,326.25
22	34,153.17	16,251.53	50,404.70
23	35,690.06	14,714.64	50,404.70
24	36,483.22	13,108.58	48,591.80

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<u>Principal Payment No.</u>	<u>Principal Amount Payable</u>	<u>Interest Payable</u>	<u>Total Amount Payable</u>
25	37,079.96	11,511.84	48,591.80
26	37,099.06	9,843.24	46,942.30
27	38,768.52	8,173.78	46,942.30
28	38,788.50	6,429.20	45,217.70
29	40,533.98	4,683.72	45,217.70
30	63,548.61	2,859.69	66,408.30

Series 2B

1	\$ 19,433.50	\$45,000.00	\$ 64,433.50
2	20,308.01	44,125.49	64,433.50
3	21,221.87	43,211.63	64,433.50
4	22,176.85	42,256.65	64,433.50
5	23,174.81	41,258.69	64,433.50
6	24,217.68	40,215.82	64,433.50
7	25,307.47	39,126.03	64,433.50
8	26,446.31	37,987.19	64,433.50
9	27,636.39	36,797.11	64,433.50
10	28,880.03	35,553.47	64,433.50
11	30,179.63	34,253.87	64,433.50
12	31,537.71	32,895.79	64,433.50
13	32,956.91	31,476.59	64,433.50
14	34,439.97	29,993.53	64,433.50
15	35,989.77	28,443.73	64,433.50
16	32,945.81	26,824.19	59,770.00
17	34,428.37	25,341.63	59,770.00
18	35,977.65	23,792.35	59,770.00
19	34,303.54	22,173.36	56,476.90
20	35,847.20	20,629.70	56,476.90
21	34,395.13	19,016.57	53,411.70
22	35,942.91	17,468.79	53,411.70
23	35,058.34	15,851.36	50,909.70
24	36,635.96	14,273.74	50,909.70
25	36,654.78	12,625.12	49,279.90
26	38,304.25	10,975.65	49,279.90
27	38,324.04	9,251.96	47,576.00
28	40,048.62	7,527.38	47,576.00
29	62,216.81	5,725.19	67,942.00
30	65,009.68	2,925.44	67,935.12